

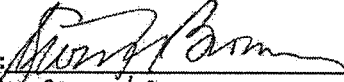
**ARTICLE 23**  
**IMPACT OF TAX INCREMENT FINANCING**

**23.1 Impact of Tax Increment Financing.** Tenant acknowledges that the Building is subject to the terms and provisions of a certain Redevelopment Agreement with the City of St. Charles, Missouri which pertains to the development by MB Properties, Inc. ("Developer") of Fountain Lakes Commerce Center pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800-99.865 of the Revised Statutes of Missouri, as amended. Pursuant to the Redevelopment Agreement, in order to determine the "TIF Revenues", as defined therein, certain obligations must be imposed upon the owners, tenants and users of properties subject to the Redevelopment Agreement. The particular provisions of the Redevelopment Agreement which address these obligations are attached hereto as Exhibit C. Tenant hereby agrees that it shall promptly provide the information described in the Redevelopment Agreement to the appropriate officials of the City of St. Charles, Missouri and to the Developer until such time as the tax increment revenue notes described therein have been terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**LANDLORD:**

FOUNTAIN LAKES I, L.L.C.

By:   
Title: member.


**TENANT:**

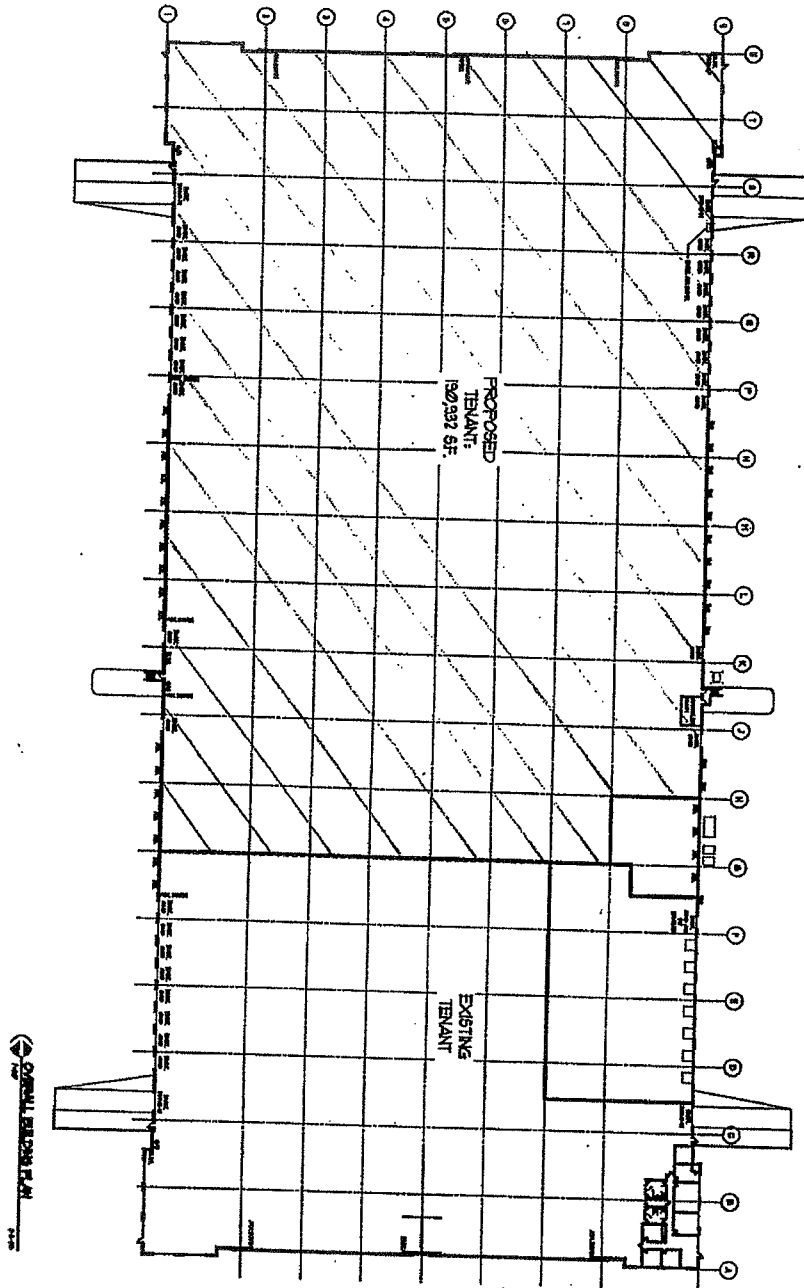
GENERAL MOTORS CORPORATION

By:   
Title: JOHN K. BLANCHARD  
DIRECTOR  
WORLDWIDE REAL ESTATE

Approved for execution:

  
Mitchell R. Meisner, Esq.

EXECUTION RECOMMENDED  
WORLDWIDE REAL ESTATE  
BY: 



**EXHIBIT C**

Portions of:

**REDEVELOPMENT AGREEMENT**

**Between**

**CITY OF ST. CHARLES, MISSOURI**

**and**

**MB PROPERTIES, L.L.C., AS DEVELOPER  
(now MB Properties, Inc.)**

**dated**

**December 22, 1997**

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[This Redevelopment Agreement pertains to the West 370 Redevelopment Area. Special reference is made to Sections 6.3, 6.4, 6.5 and 6.6 below; Lots within the West 370 Redevelopment Area are burdened by the obligations stated in those Sections.]

**ARTICLE VI. SPECIAL ALLOCATION FUND;  
COLLECTION AND USE OF TIF REVENUES**

**6.1 Special Allocation Fund.** The City agrees to cause its Director of Finance or other financial officer to maintain the Special Allocation Fund. Subject to the requirements of the TIF Act, the City shall promptly, upon receipt thereof, deposit the TIF Revenues into the Special Allocation Fund. Moneys in the Special Allocation Fund shall be applied as follows:

*First*, to the United States of America, an amount sufficient to pay arbitrage rebate, if any, owed under Section 148 of the Internal Revenue Code of 1986, as amended;

*Second*, to the payment of fees and expenses owing to the Trustee or any Paying Agent under the Indenture;

*Third*, to the City, an amount equal to five percent (5%) of the total amount transferred by the City to the Trustee from the Special Allocation Fund in order to reimburse the City for its administrative and professional service costs and expenses (including staff time) in connection the performance of its obligations under the Redevelopment Plan and this Agreement and which constitute Redevelopment Project Costs; provided, however, that whenever the total cumulative amount transferred to the City pursuant to this subparagraph in a calendar year equals \$75,000.00, then no further transfers shall thereafter be made to the City pursuant to this subparagraph for such calendar year.

*Fourth*, to the Taxing Districts (as defined in Section 99.805(12) of the TIF Act), an amount equal to fifteen percent (15%) of the amount on deposit in the Pilots Account (as defined in the Indenture) of the Special Allocation Fund and transferred by the City to the Trustee pursuant to the Indenture; provided, however, that whenever the total amount of such payments to the Taxing Districts in a calendar year equals \$343,643.00, then no further payments shall thereafter be made to any of the Taxing Districts pursuant to this paragraph Fourth for such calendar year;

*Fifth*, to the payment of interest becoming due and payable on the TIF Notes on each Interest Payment Date (as defined in the Indenture); and

*Sixth*, to the redemption to the maximum extent possible of any TIF Notes then outstanding.

6.2 *Application of TIF Revenues.* The City hereby agrees for the term of this Agreement to apply the TIF Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act, or under successor statutes, to the repayment of TIF Notes as provided in the Note Ordinance. The City agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Mayor for each fiscal year that TIF Notes are outstanding a request for an appropriation of all moneys on deposit in the Special Allocation Fund for application to the payment of the principal of and interest on the TIF Notes.

6.3 *Cooperation in Determining TIF Revenues.* The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, and the City agrees to use its best efforts to assist the Developer in securing the benefits of the TIF Act, including the City's enforcement and collection of all payments to be paid into the Special Allocation Fund through all reasonable and ordinary legal means of enforcement. To assist the City in calculating TIF Revenues and establish the City's sales tax base, the Developer shall provide the City with the sales tax identification numbers for each tenant or owner located from time to time on the Property and shall use all reasonable efforts to supply or cause to be promptly supplied to the City, at the City's request, copies of the following:

(a) Monthly sales tax returns filed with the Missouri Department of Revenue promptly after filing by "sellers" (as that term is defined in Section 144.010(9) of the Revised Statutes of Missouri, as amended) located on the Property following completion of the Work; and

(b) Monthly invoices received for utility services provided to the Property including, but not limited to, electric, natural gas and telephone services and a map of the area showing owners or tenants of the Property, addresses, telephone numbers and utility service providers to enable obtaining utility tax information for the Property from the utility service providers.

6.4 *Obligation to Report TIF Revenues.* Any purchaser or transferee of real property which is located within the Redevelopment Area, and any lessee or other user of such real property required to pay TIF Revenues, shall use all reasonable efforts to timely furnish to the City such documentation as is required by Section 6.3 hereof. So long as any TIF Obligation is outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user were originally a party to and bound by this Agreement.

6.5 *Obligation to Report Maximum Sales Tax Revenue as Originating From the Redevelopment Area.* To the fullest extent permitted by law, the Developer shall use all reasonable efforts to cause any purchaser or transferee of real property located within the Redevelopment Area and any lessee or other user of real property located within the Redevelopment Area to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Development Area. So long as any TIF Obligation is outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user were originally a party to and bound by this Agreement.

6.6 *Notice to City of Transfer.* The Developer agrees to notify the City in writing of any proposed sale, transfer or other disposition of the Property or any interest therein within ten (10) days prior to the date of said sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

**EXHIBIT D**

**(Safety Standards)**



**Fall Hazard Control**  
General Motors Corporation

**SPECIAL SAFETY CONDITIONS**

**Fall Hazard Control**

Contractor must provide fall hazard control:

Whenever performance of any task would allow a worker to fall a distance of six feet or more, or any distance where the likelihood of a serious or fatal injury exists, fall hazards must be identified, evaluated, and controlled according to a hierarchy that ranks engineering and design techniques for hazard elimination and exposure prevention above the use of personal protective equipment.

The term task is defined to include all activities leading up to, performing, and demobilizing from, a specific work activity. This includes but is not limited to:

- ☐ Going to a specific place to observe, obtain or give instruction on work that may need to be performed
- ☐ Gathering materials and equipment to perform the work
- ☐ Putting into place temporary or permanent means of gaining access to the specific site
- ☐ Moving the required materials and equipment to the site
- ☐ Performing, or assisting another worker in performing, the required work
- ☐ Getting to and from the site over the interval of time from start to finish of the job
- ☐ Performing housekeeping during and at the conclusion of the work
- ☐ Inspecting the completed work
- ☐ Moving materials, equipment, and temporary means of access away from the site upon completion of the work.

**Continuous Fall Protection**

Whenever a worker is exposed to a fall hazard, as defined above, the Contractor must provide and the worker must utilize Continuous Fall Protection.

Continuous Fall Protection is defined as continuous, unceasing protection, such that one or any number of fall hazard controls, identified in the Pre-task plan (re-engineering, a guardrail, personal protective equipment, etc.), is provided for and utilized by the worker to perform a task while exposed to a fall hazard.

**Qualified Person**

The term Qualified person(s) "means a person with a recognized degree or professional certificate, and extensive knowledge and experience in the subject field who is capable of design, analysis, evaluation and specification in the subject work, project or product.

The Contractor, as part of the pre-task plan must identify in writing the name(s) of the qualified person(s) who will be responsible for identifying and controlling fall hazards on the job-site.

Anchorage points required as part of a fall hazard control system, must be engineered by, or if existing have the capacity verified by, a Professional Structural Engineer, licensed in the state in which the work is being performed. Contractor must provide these engineering services.

Contractor must not use as part of its personal fall arrest systems the permanent anchorage connectors or personal fall arrest equipment located within an existing facility.

Upon completion of the Contractor's work, Contractor must remove any anchorage points installed by the Contractor for fall protection, unless express written consent is obtained from the Owner to leave them in place.

**Fall Arrest Equipment**

Contractor's personal fall arrest equipment, utilized on this jobsite, must meet American National Standards Institute Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components Z359.1, including the requirement that the maximum arresting force (MAF) cannot exceed 900 pounds.

Body belts are prohibited from use on all job-sites. Contractors must use full body harnesses for personal fall arrest systems, travel restraint systems, fall restraint systems or positioning systems.

**Perimeter Safety Cables**

Contractor must not use perimeter safety cables as an anchorage for personnel fall arrest systems. Contractor must label perimeter safety cables "Do Not Use as an Anchorage for Fall Protection Systems."

**Horizontal Lifeline System(s)**

If a Horizontal Lifeline System(s) is utilized on this project as a means of fall hazard control, the Contractor must adhere to the following additional requirements:

- ☐ **Anchorage required** as part of a horizontal lifeline system, must be engineered by, or if existing have the capacity verified by, a Professional Structural Engineer, licensed in the state in which the work is being performed. Contractor must provide these engineering services.
- ☐ **Drawings** The Contractor must provide a drawing for each horizontal lifeline system. The drawing must show all instructions, procedures, requirements, restrictions, etc. for its use, such as but not limited to material schedule, installation procedures, maximum number of users, etc.

The drawing must bear the seal of the professional structural engineer, licensed in the state in which the work is being performed, responsible for designating anchorages.

The drawing must contain the following statement identifying the qualified person responsible for the horizontal lifeline system.

"I am the qualified person that is responsible for the design of this horizontal lifeline system. I will supervise the installation and provide instructions for use of this horizontal lifeline system."

\_\_\_\_\_  
(Name and signature)

**Contractor Information**

The anchorage capacity for anchorage points that have been identified within a facility are 1,800 pounds. Thus, personal fall arrest systems utilizing these anchorages must limit their maximum arresting force to no more than 900 pounds in order to achieve the minimum safety factor of two. This information does not, however, obviate Contractor's verification of anchorage capacity as required by applicable law.



## LADDERS

General Motors Corporation

## SPECIAL SAFETY CONDITIONS

**Fall Protection** Contractor must require and enforce the use of a **personal fall arrest system**:  
Whenever work performed upon a ladder would allow a worker to fall a distance of six feet or more, or any distance where the likelihood of a serious or fatal injury exists.

**Personal fall arrest systems** for this special safety condition are:

- ☐ full body harness, shock-absorbing lanyard, anchorage connector and anchorage, or
- ☐ full body harness, self-retracting lanyard with a built-in shock absorber, anchorage connector and anchorage, or
- ☐ full body harness, self-retracting lanyard with an external shock absorber, anchorage connector and anchorage, or
- ☐ full body harness, three (3) foot long shock-absorbing lanyard, fall arrest (rope grab), lifeline, anchorage connector and anchorage.

All of the personal fall arrest equipment listed above must meet ANSI standards Z359.1, with the exception that the **maximum arresting force (MAF)** cannot exceed 900 pounds.

Selection of any of the four personal fall arrest systems must be made by the contractor's qualified person, based on an evaluation of the residual risks associated with its use. Evaluation of the residual risks, by the contractor's qualified person, may prove that neither of the systems apply, in which case, another means of performing the work safely must be determined. Refer to the **Fall**

**Hazard Control Special Safety Condition**. Types of residual risk include, but are not limited to:

- ☐ Anchorage
- ☐ Free Fall Distance
- ☐ Fall Arrest System Extension and the resulting Total Fall Distance
- ☐ Elasticity
- ☐ Pendulum (swing fall hazard)
- ☐ Fall Arrest System Malfunction
- ☐ Fall Out
- ☐ Maximum Arrest Force
- ☐ Post-Fall Suspension Time

The personal fall arrest system must be attached continuously to an approved anchorage as long as the worker is exposed to the fall hazard.

Any task that exposes a worker to a fall hazard, as defined above, must be identified in the Contractor's **Pre-task plan**.

Whenever a worker is exposed to a fall hazard, as defined above, the contractor must provide and the worker must utilize **Continuous Fall Protection**.

**Continuous Fall Protection** is defined as continuous, unceasing protection, such that one or any number of fall hazard controls, identified in the Pre-task plan (re-engineering, a guardrail, personal protective equipment, etc.), is provided for and utilized by the worker to perform a task while exposed to a fall hazard.





## LADDERS

General Motors Corporation

## SPECIAL SAFETY CONDITIONS

The Contractor, as part of the Pre-task plan must identify in writing the name(s) of the Qualified person(s) who will be responsible for identifying and controlling fall hazards on the jobsite.

The term Qualified person(s) "means one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project".

**Anchorage** required as part of a fall hazard control system, must be engineered by, or if existing have the capacity verified by, a Professional Structural Engineer, licensed in the state in which the work is being performed. Contractor must provide these engineering services.

Contractor must not use as part of its personal fall arrest systems the permanent anchorage connectors or personal fall arrest equipment located within an existing facility.

**Body belts** are prohibited from use on all job sites. Contractors must use full body harnesses for personal fall arrest systems.

**Metal Ladders** Contractor must not use portable metal ladders.

**Labels** Contractor must label all portable ladders brought onto the job site with their company name and/or logo.

### Contractor Notice:

The anchorage capacity for anchorage points that have been identified within a facility is 1,800 pounds. Thus, personal fall arrest systems utilizing these anchorages must limit their maximum arresting force to no more than 900 pounds in order to achieve the minimum safety factor of two. This Notice does not, however, obviate Contractor's verification of anchorage capacity as required by applicable law.



## Roof Access / Roofing Work

General Motors Corporation

### SPECIAL SAFETY CONDITIONS

Whenever Contractor performs work, including construction, roof replacement, inspections, assessments and / or roof leak repair, which will involve accessing an existing roof the Contractor, will, before proceeding with the work:

- ☐ Request and if available obtain a copy of the Owner's roof access map and the roof deck structural integrity inspection for the roof locations(s) where the Contractor will be performing work. The roof access map and the roof deck structural integrity inspection may provide useful information regarding restricted roof areas, acceptable roof access points, roof load capacities, access route markings, etc. Contractor must not rely upon the information contained in the roof access map or roof deck structural integrity inspection, but must make its own determinations as to the structural integrity or suitability of the roof for the intended project.
- ☐ Evaluate the roof deck from both the topside and the underside for conditions that have the potential to create hazards for Contractor's employees or others who may be exposed during the performance of the Contractor's work. Some conditions may only be detected by a visual inspection of the underside of the roof deck, examples of which may include deteriorated roof deck and equipment that penetrates the roof deck possible asbestos containing materials, electrical equipment installations, etc.
- ☐ Provide the Owner with a completed copy of the Contractor's Roof Access Notification Form and the Designated Employee List. The Designated Employee List must be updated for each shift and submitted to the Owner by the Contractor prior to the work. (Blank forms are attached to this Special Safety Condition)
- ☐ Participate in a post-work debriefing with the Owner to determine if Contractor's work affected the structural integrity of the roof and report to the Owner any unsafe conditions encountered during the work.

**Safety Monitoring System.** Contractor must identify and submit with their bid any locations where they propose to utilize a safety monitoring system with or without a warning line system.

Where Contractor utilizes a safety monitoring system, the Contractor must include the name and the responsibilities of the competent person that will be designated as the safety monitor on the pre-task plan. The safety monitor must wear a brightly colored safety vest or brightly colored hard hat that identifies them as the safety monitor.

#### Roofing System Removal / Deck Removal / Replacement / Roof Mounted Equipment Removal

Contractor will notify the Owner sufficiently in advance of commencing work so that personnel can be cleared from identified hazard area(s) before:

- ☐ the removal of the roofing system, including gravel and insulation and until after the 1<sup>st</sup> layer of hot bitumen is applied
- ☐ removing / replacing roof deck
- ☐ removing any equipment or portion thereof that penetrates the roof deck or
- ☐ hoisting material / equipment to the roof.

The Contractor will barricade the identified hazard area(s) and post a spotter. The spotter's responsibilities will include:

- ☐ Maintaining barricades and keeping people out of the hazard area.
- ☐ Maintain 2-way communication with the roof work crew.
- ☐ Know how to summon help in an emergency.
- ☐ Be able to recognize hazards that may arise during the work including:
  - o Removal / replacement of equipment or roof deck
  - o Hoisting of material / equipment
- ☐ Authority to stop work that puts people in imminent danger or may cause damage to equipment or the facility.

**Roof Leak Response / Repair, Inspections, Investigations and/or Assessments Before/After Construction**

Contractor must maintain 2-way communication with Owner and will provide at least 2 people working together on the roof. Contractor employees engaged in emergency roof leak evaluation and repair activities; inspections; investigations and/or assessments before / after Construction, must wear a brightly colored safety vest or brightly colored hard hat that identifies them as a roof leak repair person and / or inspector.

**Speed Limit for Powered Vehicles**

The speed limit for powered vehicles operated on the roof is 4 miles per hour.

**Smoking**

Smoking is prohibited on all roofs.

## Contractor Roof Access / Roof Work Notification

This notification and list of designated employees who will be performing the work will be completed by the Contractor and submitted along with the pre-task plan to the Owner's representative before any work begins.

Start Date: \_\_\_\_\_ Expected End Date: \_\_\_\_\_ Shift: \_\_\_\_\_

Description of work to be performed on roof: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Building: \_\_\_\_\_

List Specific Work Location(s) On Roof and Emergency Phone Numbers:  
\_\_\_\_\_  
\_\_\_\_\_

Method that will be used to access roof:

- ☐ Scaffold Stair Tower
- ☐ Extension Ladder
- ☐ Interior / Exterior Plant Stairway
- ☐ Aerial Lift
- ☐ Other - Describe: \_\_\_\_\_

Location of roof access:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This notification, designated employee list and a copy of the Contractor's Pre-Task Plan will be posted by the Contractor at the roof access location. The information will remain posted during the duration of the work. The Owner or Owner's Representative will provide appropriate plant personnel with copies of this Notification and Employee List.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Contractor Name & Title)

Submitted to: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Owner Rep. Name & Title)

Designated Employee List		
Contractor Name: _____		
Date: _____	Shift: _____	Phone: _____

The following employees have been designated by: \_\_\_\_\_  
(Name of Contractor's Superintendent / Foreman)

to perform the work described on the attached Contractor Roof Access Notification and Pre-Task Plan.

- |           |           |
|-----------|-----------|
| 1. _____  | 16. _____ |
| 2. _____  | 17. _____ |
| 3. _____  | 18. _____ |
| 4. _____  | 19. _____ |
| 5. _____  | 20. _____ |
| 6. _____  | 21. _____ |
| 7. _____  | 22. _____ |
| 8. _____  | 23. _____ |
| 9. _____  | 24. _____ |
| 10. _____ | 25. _____ |
| 11. _____ | 26. _____ |
| 12. _____ | 27. _____ |
| 13. _____ | 28. _____ |
| 14. _____ | 29. _____ |
| 15. _____ | 30. _____ |

The designated employee list must be updated daily and posted at the roof access point for each work shift.



**SUBCONTRACTOR MINIMUM SAFETY SELECTION CRITERIA**

**General Motors Corporation**

**SPECIAL SAFETY CONDITIONS**

The Contractor will not present for the Owner's approval any Subcontractor that has an Experience Modification Rating (EMR) greater than 0.99 and a Days Away Restricted Transfer Incident Rate (DART-IR) greater than 3.0.

The Contractor must submit to the Owner a letter from the Subcontractor's insurance carrier certifying the Subcontractor's EMR, and a letter from the Subcontractor stating their DART-IR for the previous 12 month period to verify that the Subcontractor satisfies these minimum selection criteria.

These letters must be submitted when the Subcontractor is first presented for the Owner's approval and the Contractor must retain a copy of the verifying documentation in the Contractor's Safety Book.



## STEEL ERECTION

General Motors Corporation

## SPECIAL SAFETY CONDITIONS

**Safety Standard Requirement** Contractor's performing steel erection must follow the revised requirements as set forth by OSHA 29 CFR Part 1926 Subpart R - Safety Standards For Steel Erection; Proposed Rule, Dated: 8-13-1998 Federal Register # :63:43451-43513 with the following exceptions:

**Fall Hazard Control for steel erection and steel erection work performed upon a ladder applies to all workers.** No exceptions are made in regard to any worker classification, i.e. connectors, deckers at the leading edge, etc.

**Fall Hazard Control for steel erection** is governed by one of the following two conditions:

1. Steel erection work performed inside an **existing building** is governed by the **FALL HAZARD CONTROL SPECIAL SAFETY CONDITION**.
2. Steel erection work performed at a **new facility site** is governed by the **FALL HAZARD CONTROL SPECIAL SAFETY CONDITION**, with the following exception.

Whenever the performance of any **task** would allow a worker to fall a distance of **fifteen** feet or more, or any distance where the likelihood of a serious or fatal injury exists, fall hazards must be identified, evaluated, and controlled according to a hierarchy that ranks engineering and design techniques for hazard elimination and exposure prevention above the use of personal protective equipment.

*The term **task** is defined in the **FALL HAZARD CONTROL SPECIAL SAFETY CONDITION**.*

**Steel erection work performed upon a ladder** is governed by one of the following two conditions:

1. **Steel erection work performed upon a ladder** inside an **existing building** is governed by the **LADDER SPECIAL SAFETY CONDITION**.
2. **Steel erection work performed upon a ladder** at a **new facility site** is governed by the **LADDER SPECIAL SAFETY CONDITION**, with the following exception.

Whenever **work performed upon a ladder**, would allow a worker to fall a distance of **fifteen** feet or more, or any distance where the likelihood of a serious or fatal injury exists.

**Contractor Notice: Multiple Lifts** The proposed OSHA 29 CFR Part 1926 Subpart R - Safety Standards For Steel Erection; Proposed Rule, Dated: 8-13-1998 Federal Register # :63:43451-43513 allows multiple lifts. Multiple lifts (Christmas Treeing) are prohibited by some Federal, State or local regulations, (e.g. MIOSHA) and, where a Contractor desires to use multiple lifts the Contractor must request and be granted a variance from the authority having jurisdiction (e.g. MIOSHA) before using multiple lifts on this jobsite.



## WALKING/WORKING IN FALLING PARTS GUARDS

General Motors Corporation

### SPECIAL SAFETY CONDITIONS

In the Contractor's Pre-Task Plan for walking/working in falling parts guards, the following, as a minimum, must be considered:

#### Moving Conveyors and Equipment

Contractor must determine if the work they will perform in the falling parts guard requires the conveyor or other adjacent equipment to be de-energized and locked out.

#### Pinch Points

Contractor must determine if the work they will perform in the falling parts guard exposes employees to any pinch points (e.g. between carriers, carriers/product on other conveyors, building steel, equipment, guardrails, etc.).

#### Unprotected Sides, Edges and Open Holes

For any area that the Contractor will be working, including the path of employees to and from the access point(s) of the work area, the contractor must determine if the existing falling parts guard exposes employees to potential hazards at unprotected sides, edges or open holes.

#### Guardrail Systems

Contractor must determine if the existing falling parts guard sides meet the OSHA requirements for guardrail systems. If existing falling part guard sides do not meet the requirements, the Contractor must provide a method for fall protection.

#### Load Capacity

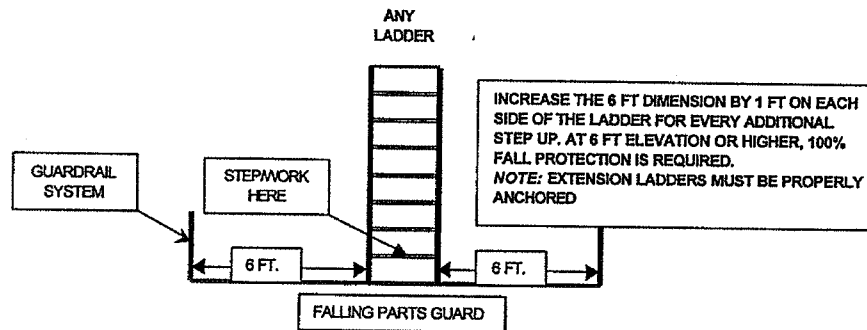
If the Contractor is to perform work in existing falling parts guards, the Contractor must determine if the guards will accept the load applied by the addition of personnel, materials and/or equipment. If the Contractor determines the load capacity is insufficient, the Contractor must notify the Owner and develop alternate plans for executing the scope of work.

#### Newly Installed Falling Parts Guard-Anchors and Supports

Contractor must ensure all newly installed falling parts guards are properly anchored and supported before assigning employees to work inside of them.

#### Using a Ladder in Falling Parts Guard.

When using ladders in falling parts guards, the Contractor will provide a stable and level surface on which to place the ladder. The Contractor must maintain a minimum of 6 ft from each side of the ladder to the guardrail system, plus 1 additional foot each side of the ladder for every step advanced up the ladder (See illustration below). If these requirements cannot be met, the Contractor must provide fall protection per the Special Safety Condition-LADDERS.



WALKING/WORKING IN FALLING PARTS GUARDS  
REV.: 10/01





## AERIAL WORK PLATFORMS

General Motors Corporation

SPECIAL SAFETY CONDITIONS

### Inspections

At the beginning of each shift, the Contractor must perform a visual inspection and functional test of each Aerial Work Platform in accordance with the manufacturer's recommendations. The Contractor must document the results of each inspection and test, and affix a copy of the results to each respective piece of Aerial Work Platform equipment. The inspection and test documentation must remain affixed to each respective piece of Aerial Work Platform equipment for the entire shift of use. Thereafter, the Contractor must retain the inspection and test documentation in the Contractor's Safety Book.

### Pre-Task Planning

The Contractor must prepare a pre-task plan for any work that requires the use of Aerial Work Platforms.

### Operation

The Contractor must ensure that each operator of any Aerial Work Platform is trained on that equipment in accordance with the recommendations of the manufacturer of the equipment.

The Contractor must inspect all routes of travel, and the work areas for potential hazards, and take appropriate corrective action before an Aerial Work Platform is moved from one location to another.

The Contractor must turn off all Aerial Work Platforms when not occupied.

### Fall Protection

The Contractor must ensure that whenever employees are in an Aerial Lift, they wear full body harnesses and energy absorbing lanyards that meet or exceed the requirements of ANSI Standard Z 359.1. The lanyard must be secured to an anchorage location on the equipment that has been identified and certified by the manufacturer as being capable of supporting at least 1,800 pounds. The term *Aerial Lift* includes all "aerial", "boom", and "scissors" type work platform equipment.

### Aerial Work Platform, Ground Person

The Contractor must designate a person on the ground and in the general vicinity of the Aerial Work Platform while being operated who is adequately trained and capable of operating the emergency ground level controls, summoning help in an emergency and performing assigned duties as determined by the Contractor and contained in its pre-task plan. Performance of these responsibilities does not preclude assigning the designated ground person additional duties, such as monitoring more than one lift, maintaining barricades, or deterring unauthorized entry to the extent they do not interfere with performance of ground person responsibilities.

The Contractor must include all the duties assigned to the ground person in the Contractor's pre-task plan.

### Barrier Design and Placement

Where the Contractor's pre-task plan calls for barriers, the Contractor installed barriers are to be designed and be substantial enough to deter the entry of unauthorized personnel into the hazard area. To comply with the intent of a substantial barrier, it must deter personnel from going under, walking over or walking through the barrier without first having to remove the barrier.

The Contractor's installed barriers must be set up around the perimeter of the potentially hazardous work area, at a distance sufficient to protect people outside the perimeter of the work area.

### Signs

The Contractor must place signs at all barricade entrances denoting, as a minimum, "DANGER Overhead Work Authorized Personnel Only", and any other special requirements pertaining to the work being performed in such barricaded area (e.g., hard hats required in this area, No Smoking, etc.)

AERIAL WORK PLATFORMS  
REV.: 03/01

AERIAL LIFTS2.dot



## ELECTRICAL

General Motors Corporation

## SPECIAL SAFETY CONDITIONS

Contractor must determine whether the scope of anticipated work includes the potential for exposure to electrical hazards, including, without limitation, whenever the scope of Contractor's Work involves installation, commissioning or removal of electric conductors or equipment. Contractor must eliminate employee exposure to electrical hazards by de-energizing all conductors or equipment that Contractor's employees may foreseeable encounter, unless Contractor demonstrates to Owner's satisfaction that de-energizing the electric conductors or equipment will increase hazards to employees (such as with interruption of life support systems, emergency alarm systems, hazardous location ventilation, etc.) or is infeasible (such as with start-up, troubleshooting, electrical testing/measurement).

**Pre-Task Plan** Where Contractor is unable to de-energize electric conductors or equipment, Contractor must include in its Job-Site Safety Plan a pre-task plan for all tasks where employees work on or near exposed energized electrical conductors or circuitry, specifically describing, but not limited to, how Contractor will eliminate or control the exposure to electrical hazards such as shock, arc flash and arc blast. Additionally, Contractor's electrical pre-task plan must include the following:

1. Reason Contractor could not de-energize the electric conductors or equipment;
2. Contractor's method for determining the nature and extent of electric shock hazard, Contractor's shock hazard analysis and Contractor's determination of shock protection boundaries;
3. Contractor's method for determining the nature and extent of electric arc flash hazard, Contractor's arc flash hazard analysis, and Contractor's determination of arc flash protection boundaries;
4. Contractor's assessment of the nature and extent of electric arc blast hazard, and Contractor's proposed plan to eliminate or control the exposure to the arc blast hazard.
5. Identify qualified person(s) who are to perform the work;
6. Explain Contractor's plan for keeping unqualified persons from entering or crossing shock, arc flash or arc blast protection boundaries;
7. Specify protective clothing, tools or other protective equipment that Contractor employees will use in performing the tasks.

**Personal Protective Equipment** Where Contractor employees work on or near exposed energized electrical conductors greater than 50V, Contractor employees must wear, as a minimum, personal protective equipment as specified on the GM "Arc Flash and Electric Shock Hazard Warning" label applicable to the equipment unless the Contractor specifies a more protective level of personal protective equipment as determined by its own electrical hazard analysis.

If the equipment is not labeled for Arc Flash and Electric Shock Hazard, the Contractor employees must, as a minimum level of personal protective equipment, wear ANSI Z 87.1 safety glasses with side shields and Flame-Resistant Clothing (long-sleeved shirt and pants or long-sleeved coverall) with a minimum arc rating of 8 cal/cm<sup>2</sup>, and insulating gloves rated for the voltage level when working on or near energized circuits of 50V or higher including when performing electrical testing or measuring tasks to include the verification of de-energization.

**Electrical Testing Equipment** Contractor may only use electrical testing devices that have been certified by Underwriters Laboratories, UL-3111 (or equivalent as determined in the sole and exclusive discretion of Owner), and that have been maintained, calibrated and inspected prior to use according to the manufacturers instructions/specifications.

**Bus Plugs** Contractor will not install or remove any Bus Plug rated GREATER THAN 200 Amps on an energized busway.

**Ground Fault Circuit Interrupters** Contractor will provide and utilize Ground-fault protection on all electric tools and equipment. Contractor will not consider an Assured Grounding Conductor Program as the primary means of protection.